

# Exhibit A



**TOWN OF TALLULAH FALLS  
POLICE DEPARTMENT  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

**Registered Owner:**

THOMAS DANIEL CHASTAIN  
797 MEADOW BROOK LN  
RABUN GAP, GA 305682005

POL 15.07  
04/28/22

## NOTICE OF CITATION

Citation Number	73-10019461
Plate Number	RWI9167

### Notice of Citation Information

Due Date: 04/24/2023 Amount Due >> \$100.00

Please take notice that the vehicle described and pictured herein was photographed violating public safety by exceeding the speed limit in a school zone during times defined in O.C.G.A 40-14-18. Therefore, under Georgia State Law and local ordinance, as the registered owner(s) or lessee, you are liable for the Civil Monetary Penalty. If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing Fee. This combined total for the Civil Monetary Penalty is \$100.00. No points will be assessed against your driver's license. Information about how to contest or file an affidavit to disclaim liability is on the reverse. **WARNING:** Failure to pay the Civil Monetary Penalty or to contest in a timely manner shall waive any right to contest liability. Please call 1-855-252-0086 regarding payment.

ON (DATE) 03/07/2023	AT TIME 2:44:18 pm	LOCATION OF VIOLATION AND SYSTEM SR16 SB 2
ISSUE DATE 03/25/2023	DUE DATE 04/24/2023	
NAME THOMAS DANIEL CHASTAIN		
STREET ADDRESS 797 MEADOW BROOK LN		
CITY RABUN GAP	STATE GA	ZIP CODE 305682005
VEHICLE YEAR 2021	VEHICLE MAKE JEEP	STATE GA
VEHICLE LICENSE PLATE NUMBER RWI9167		STATE GA
Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law.		
IN VIOLATION OF: O.C.G.A. 40-14-18	POSTED SPEED 45	DETECTED SPEED 56
I am a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone. Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not authorized by law.		
SWORN TO OR AFFIRMED BY REVIEWING OFFICER Elrod, Tonya	Signature <i>Tonya Elrod</i>	Date 03/25/2023 Badge # 701



This citation is in accordance with **Official Code of Georgia Annotated - O.C.G.A 40-14-18**: Liability under this Code section shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation.

**This citation is NOT considered a moving violation. Payment of the Civil Monetary Penalty amount of the violation will NOT result in points and cannot be used to increase your insurance rates. This violation is deemed NONCRIMINAL and will not be made a part of your operating record. Code Section 40-5-57.**

**WARNING:** Failure to pay the Civil Monetary Penalty, or failure to contest liability within 60 days of the issue date listed on the citation waives your right to contest. Failure to exercise one of the options prescribed in O.C.G.A 40-14-18 is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

Payment before the due date of this Citation will prevent this matter from further action.

If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing fee. (Please see front for exact amount)

If not paid within 30 days, a second notice will be issued. If not paid in 60 days, a final notice will be issued. If the Civil Monetary Penalty is not paid within 90 days, it will be turned over to the Georgia Department of Revenue and will result in the nonrenewal of this vehicle registration and will prohibit the title transfer of this vehicle within the state of Georgia.

**For any questions please call 1-855-252-0086**

**VIEW YOUR IMAGES:** You may view your images online at [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET). You will need your Citation Number and Plate Number printed on the front of this notice. In the event this matter is filed in an Administrative Hearing, the recorded images will be prima facie evidence of the traffic law violation.

**ONLINE PAYMENT:** You may pay your Citation online. Go to [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET) and logon with your Citation Number and Plate Number shown in the red box on the front of this notice. Click the "Pay" button. **See that a credit/debit card transaction fee of \$4.90 will be added.**

**PAYMENT BY PHONE:** Call 9:00 AM - 5:00 PM Eastern Time, Monday - Friday at 1-855-252-0086. **See that a credit/debit card transaction fee of \$4.90 will be added.**

**PAYMENT BY MAIL:** Complete the bottom portion of the front side of this Citation. Add your check or money order made payable to the Town of Tallulah Falls Police Department.

**CONTESTING THE TICKET:** O.C.G.A 40-14-18 You have the right to contest the Citation by timely requesting an administrative hearing. Please be advised that court dates are scheduled approximately 60 days after the request is received. **Failure to contest liability within 60 days of the issue date listed on the citation waives your right to contest.**

**HOW TO CONTEST THE TICKET:** Visit [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET). Click on the "Contest Your Citation" button. Follow the directions to print out the Administrative Hearing Request Form. Mail or fax the form to the location as specified on the form. Once the Administrative Hearing Request form is received, a hearing date will be set and provided to you either by email or USPS depending on the information provided. There is no fee to attend a hearing. If you do not have access to the internet or fax machine, please call 1-855-252-0086.

**RETURNED CHECKS (NSF):** All returned checks will be charged a penalty of \$25.00.

**NOT DRIVING VEHICLE:** O.C.G.A 40-14-18(4)(A) If you were not driving the vehicle at the time of violation, in open court before a judge, you must submit an affidavit. To request a hearing to appear in court, please visit [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET) to

# Exhibit B

THOMAS D. CHASTAIN  
 EMMA B. CHASTAIN  
 PH. 706-490-4122, 706-982-9599  
 797 MEADOW BROOK LN  
 RABUN GAP, GA 30568

5534

64-1284/611

194/28/23

Date

CHECK ATTACHED

Pay to the Order of Town of Tallulah Falls \$ 75.00

Seventy Five & 00

Dollars



United Golden Premier

For 73-10019461Emma B. Chastain10611128431102272210 05534

Handed Clerk



\*Please return this portion with your payment\*

For frequently asked questions and/or to make a payment, please visit:

[WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET)

Use your Citation Number and Plate Number to logon.

## ACCEPTED CREDIT/DEBIT CARDS

\$4.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.



## IF PAYING BY PHONE

Please call: 1-855-252-0086 TOLL FREE

\$4.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.

If paying by check, please make check or money order payable to the  
**TOWN OF TALLULAH FALLS.**Do not mail cash or credit card information.  
 Enclose remittance slip and check.

CITATION DATE	PAY THIS AMOUNT	CITATION #
03/25/2023	\$100.00	73-10019461
PAY BY: 04/24/2023	AMOUNT PAID \$ 75.00	

04 10019461 010000 01 5

**TALLULAH FALLS POLICE DEPARTMENT**  
**PHOTO SPEED CITATION**  
**PAYMENT PROCESSING CENTER**  
**3903 VOLUNTEER DR SUITE 400**  
**CHATTANOOGA, TN 37416**

# Exhibit C



**TOWN OF TALLULAH FALLS  
POLICE DEPARTMENT  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

**Registered Owner:**

THOMAS DANIEL CHASTAIN  
797 MEADOW BROOK LN  
RABUN GAP, GA 305682005

ON (DATE) <b>03/07/2023</b>	AT TIME <b>2:44:18 pm</b>	LOCATION OF VIOLATION AND SYSTEM <b>SR15 SB 2</b>	
ISSUE DATE <b>03/25/2023</b>		DUE DATE <b>05/25/2023</b>	
<b>NAME</b> <b>THOMAS DANIEL CHASTAIN</b>			
<b>STREET ADDRESS</b> <b>797 MEADOW BROOK LN</b>			
<b>CITY</b> <b>RABUN GAP</b>		<b>STATE</b> <b>GA</b>	<b>ZIP CODE</b> <b>305682005</b>
<b>VEHICLE YEAR</b> <b>2021</b>		<b>VEHICLE MAKE</b> <b>JEEP</b>	
<b>VEHICLE LICENSE PLATE NUMBER</b> <b>RWI9167</b>			<b>STATE</b> <b>GA</b>
<p>Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law.</p>			
<b>IN VIOLATION OF:</b> <b>O.C.G.A. 40-14-18</b>	<b>POSTED SPEED</b> <b>45</b>	<b>DETECTED SPEED</b> <b>56</b>	
<p>I am a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone. Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not authorized by law.</p>			
<b>SWORN TO OR AFFIRMED BY</b> Signature <b>Date</b> <b>REVIEWING OFFICER</b> <i>Cherys Elrod</i>		<b>Badge #</b> <b>701</b>	

**NOTICE OF CITATION  
(SECOND NOTICE)**

**Citation Number** **73-10019461**

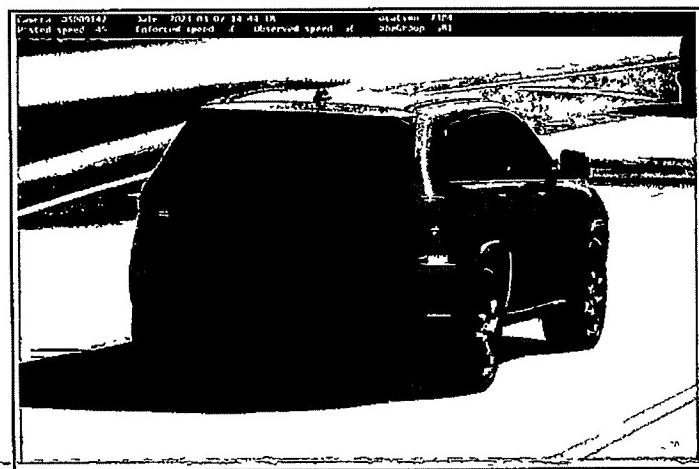
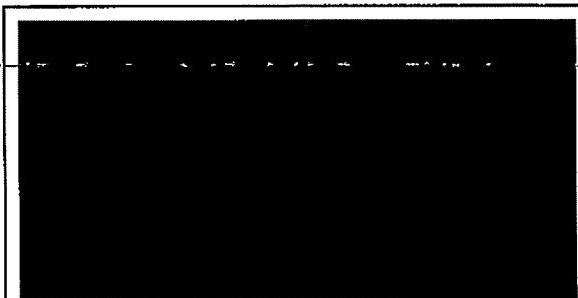
**Plate Number** **RWI9167**

**Notice of Citation Information**

**Due Date:** **05/25/2023**

**Amount Due >>** **\$100.00**

Please take notice that the vehicle described and pictured herein was photographed violating public safety by exceeding the speed limit in a school zone during times defined in O.C.G.A 40-14-18. Therefore, under Georgia State Law and local ordinance, as the registered owner(s) or lessee, you are liable for the Civil Monetary Penalty. If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing Fee. This combined total for the Civil Monetary Penalty is \$100.00. No points will be assessed against your driver's license. Information about how to contest or file an affidavit to disclaim liability is on the reverse. WARNING: Failure to pay the Civil Monetary Penalty or to contest in a timely manner shall waive any right to contest liability. Please call **1-855-252-0086** regarding payment.



**\*Please return this portion with your payment\***

For frequently asked questions and/or to make a payment, please visit:

**WWW.VIOLATIONPAYMENT.NET**

Use your Citation Number and Plate Number to logon.

**ACCEPTED CREDIT/DEBIT CARDS**

\$4.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.



**IF PAYING BY PHONE**

Please call: **1-855-252-0086** TOLL FREE  
\$4.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.

If paying by check, please make check or money order payable to the  
**TOWN OF TALLULAH FALLS**.

Do not mail cash or credit/debit card information.  
Enclose remittance slip and check.

<b>CITATION DATE</b>	<b>PAY THIS AMOUNT</b>	<b>CITATION #</b>
<b>03/25/2023</b>	<b>\$100.00</b>	<b>73-10019461</b>
<b>PAY BY:</b> <b>05/25/2023</b>	<b>AMOUNT PAID</b> <b>\$</b>	

04 10019461 010000 01 5

**TALLULAH FALLS POLICE DEPARTMENT  
PHOTO SPEED CITATION  
PAYMENT PROCESSING CENTER  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

This citation is in accordance with **Official Code of Georgia Annotated - O.C.G.A 40-14-18**: Liability under this Code section shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation.

**This citation is NOT considered a moving violation. Payment of the Civil Monetary Penalty amount of the violation will NOT result in points and cannot be used to increase your insurance rates. This violation is deemed NONCRIMINAL and will not be made a part of your operating record. Code Section 40-5-57.**

**WARNING:** Failure to pay the Civil Monetary Penalty, or failure to contest liability within 60 days of the issue date listed on the citation waives your right to contest. Failure to exercise one of the options prescribed in O.C.G.A 40-14-18 is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

Payment before the due date of this Citation will prevent this matter from further action.

If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing fee. (Please see front for exact amount)

If not paid within 30 days, a second notice will be issued. If not paid in 60 days, a final notice will be issued. If the Civil Monetary Penalty is not paid within 90 days, it will be turned over to the Georgia Department of Revenue and will result in the nonrenewal of this vehicle registration and will prohibit the title transfer of this vehicle within the state of Georgia.

**For any questions please call 1-855-252-0086**

**VIEW YOUR IMAGES:** You may view your images online at [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET). You will need your Citation Number and Plate Number printed on the front of this notice. In the event this matter is filed in an Administrative Hearing, the recorded images will be prima facie evidence of the traffic law violation.

**ONLINE PAYMENT:** You may pay your Citation online. Go to [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET) and logon with your Citation Number and Plate Number shown in the red box on the front of this notice. Click the "Pay" button. See that a credit/debit card transaction fee of \$4.90 will be added.

**PAYMENT BY PHONE:** Call 9:00 AM - 5:00 PM Eastern Time, Monday - Friday at **1-855-252-0086**. See that a credit/debit card transaction fee of \$4.90 will be added.

**PAYMENT BY MAIL:** Complete the bottom portion of the front side of this Citation. Add your check or money order made payable to the Town of Tallulah Falls Police Department.

**CONTESTING THE TICKET:** **O.C.G.A 40-14-18** You have the right to contest the Citation by timely requesting an administrative hearing. Please be advised that court dates are scheduled approximately 60 days after the request is received. Failure to contest liability within 60 days of the issue date listed on the citation waives your right to contest.

**HOW TO CONTEST THE TICKET:** Visit [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET). Click on the "Contest Your Citation" button. Follow the directions to print out the Administrative Hearing Request Form. Mail or fax the form to the location as specified on the form. Once the Administrative Hearing Request form is received, a hearing date will be set and provided to you either by email or USPS depending on the information provided. There is no fee to attend a hearing. If you do not have access to the internet or fax machine, please call **1-855-252-0086**.

**RETURNED CHECKS (NSF):** All returned checks will be charged a penalty of \$25.00.

**NOT DRIVING VEHICLE:** **O.C.G.A 40-14-18(4)(A)** If you were not driving the vehicle at the time of violation, in open court before a judge, you must submit an affidavit. To request a hearing to appear in court, please visit [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET) to download a request form.

**STOLEN VEHICLE OR TAG:** **O.C.G.A. 40-14-18** Must present to the court a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.

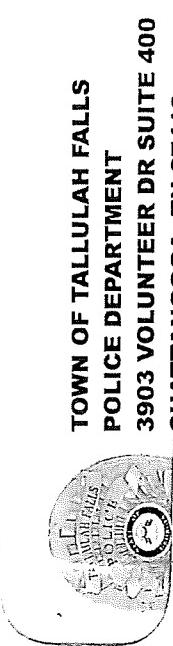
**To Pay The Civil Monetary Penalty:**

Note any corrections to your name and address as they appear on the reverse side of this form. Place your check or money order (made payable to the Town of Tallulah Falls) for the amount due and mail to:

Photo Speed Citation  
Payment Processing Center  
3903 Volunteer Dr Suite 400  
Chattanooga, TN 37416

\* Do not mail cash or credit/debit card info\*

# Exhibit D



Registered Owner:

THOMAS DANIEL CHASTAIN  
797 MEADOW BROOK LN  
RABUN GAP, GA 305682005

Due D

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**TOWN OF TALLULAH FALLS  
POLICE DEPARTMENT  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

**FINAL NOTICE OF UNPAID  
CIVIL MONETARY PENALTY**

Citation Number	73-10019461
Plate Number	RWI9167

**Registered Owner:**

THOMAS DANIEL CHASTAIN  
797 MEADOW BROOK LN  
RABUN GAP, GA 305682005

<b>Citation Information</b>	
Due Date: 06/24/2023	Amount Due >> \$25.00

ON (DATE) 03/07/2023	AT TIME 2:44:18 pm	LOCATION OF VIOLATION AND SYSTEM SR15 SB 2	
ISSUE DATE 03/25/2023		DUE DATE 06/24/2023	
NAME THOMAS DANIEL CHASTAIN			
STREET ADDRESS 797 MEADOW BROOK LN			
CITY RABUN GAP	STATE GA	ZIP CODE 305682005	
VEHICLE YEAR 2021	VEHICLE MAKE JEEP		
VEHICLE LICENSE PLATE NUMBER RWI9167		STATE GA	
Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law.			
IN VIOLATION OF: O.C.G.A. 40-14-18	POSTED SPEED 45	DETECTED SPEED 56	
I am a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone. Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not authorized by law.			
SWORN TO OR AFFIRMED BY REVIEWING OFFICER Elrod, Tonya	Signature <i>Elrod, Tonya</i>	Date 03/25/2023	Badge # 701

The Tallulah Falls Police Department issued a Citation due to your vehicle being operated in a manner that violated public safety by exceeding the posted speed limit in an active School Zone. The infraction was captured by a speed detection device of the Tallulah Falls Police Department. If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing Fee.

The payment for the Civil Monetary Penalty from the Citation has not been received. This is a Final Notice informing you that you have waived your right to contest this Citation. If the unpaid Civil Monetary Penalty is not paid within the next 30 days, the County or its Agent shall send a referral to the Department of Revenue and will result in the nonrenewal of the registration of such motor vehicle and shall prohibit the title transfer of such vehicle within the state of Georgia.

Remit the unpaid Civil Monetary Penalty by returning the form below with your check or money order (payable to the Tallulah Falls Police Department) in the enclosed envelope, or if you pay online at [www.violationpayment.net](http://www.violationpayment.net) with a credit card/debit card.

You may view the images of the Citation online at  
[www.violationpayment.net](http://www.violationpayment.net)

You will need your Citation number and Plate number printed on the top of this form. For more information please reference the back of this notice.

If you have any questions, please contact the Photo Speed Citation Processing Center at 1-855-252-0086.

\*Please return this portion with your payment\*

For frequently asked questions and/or to make a payment, please visit:  
**[WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET)**

Use your Citation Number and Plate Number to logon.

**ACCEPTED CREDIT/DEBIT CARDS**

\$4.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.



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**IF PAYING BY PHONE**

Please call: **1-855-252-0086 TOLL FREE**  
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**TOWN OF TALLULAH FALLS**.

Do not mail cash or credit/debit card information.  
Enclose remittance slip and check.

CITATION DATE 03/25/2023	PAY THIS AMOUNT \$25.00	CITATION # 73-10019461
PAY BY: <b>06/24/2023</b>		AMOUNT PAID \$

**TALLULAH FALLS POLICE DEPARTMENT  
PHOTO SPEED CITATION  
PAYMENT PROCESSING CENTER  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

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**STOLEN VEHICLE OR TAG:** O.C.G.A. 40-14-18 Must present to the court a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.

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Payment Processing Center  
3903 Volunteer Dr Suite 400  
Chattanooga, TN 37416**

\* Do not mail cash or credit/debit card info\*

# Exhibit E



**CHATHAM COUNTY  
POLICE DEPARTMENT  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

## NOTICE OF CITATION

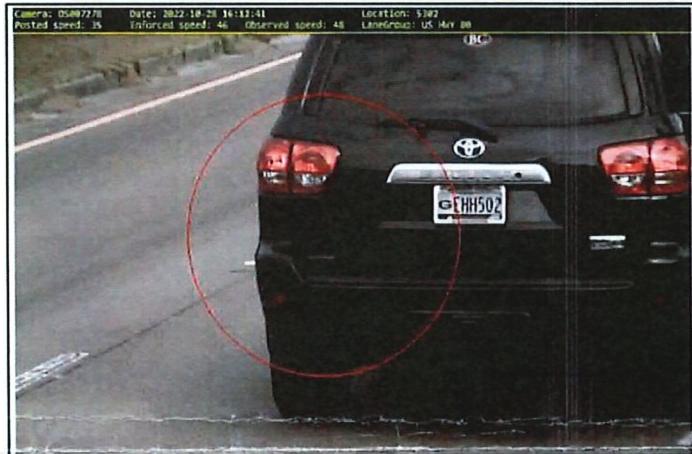
Citation Number	53-10032369
Plate Number	EHH502

### Notice of Citation Information

Due Date: 12/08/2022	Amount Due >> \$100.00
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Please take notice that the vehicle described and pictured herein was photographed violating public safety by exceeding the speed limit in a school zone during times defined in O.C.G.A 40-14-18. Therefore, under Georgia State Law and local ordinance, as the registered owner(s) or lessee, you are liable for the Civil Monetary Penalty. If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing Fee. This combined total for the Civil Monetary Penalty is \$100.00. No points will be assessed against your driver's license. Information about how to contest or file an affidavit to disclaim liability is on the reverse. **WARNING:** Failure to pay the Civil Monetary Penalty or to contest in a timely manner shall waive any right to contest liability. Please call **1-855-252-0086** regarding payment.

ON (DATE) 10/28/2022	AT TIME 4:12:41 pm	LOCATION OF VIOLATION AND SYSTEM US HWY 80 East 2	
ISSUE DATE 11/08/2022	DUE DATE 12/08/2022		
NAME JONATHAN VICTOR DUNN			
STREET ADDRESS 8 CAPTAIN KIRK LN			
CITY SAVANNAH	STATE GA	ZIP CODE 31411	
VEHICLE YEAR 2014	VEHICLE MAKE TOYOTA		
VEHICLE LICENSE PLATE NUMBER EHH502		STATE GA	
Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law.			
IN VIOLATION OF: O.C.G.A. 40-14-18	POSTED SPEED 35	DETECTED SPEED 48	
I am a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone. Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not authorized by law.			
SWORN TO OR AFFIRMED BY REVIEWING OFFICER Carlson, Samantha	Signature <i>Jonathan Carlson</i>	Date 11/08/2022	Badge # 10359



**\*Please return this portion with your payment\***

For frequently asked questions and/or to make a payment, please visit

**WWW.VIOLATIONPAYMENT.NET**

Use your Citation Number and Plate Number to logon.

**ACCEPTED CREDIT/DEBIT CARDS**

**\$3.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.**



**IF PAYING BY PHONE**

Please call: **1-855-252-0086 TOLL FREE**  
**\$3.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.**

If paying by check, please make check or money order payable to the  
**CHATHAM COUNTY POLICE DEPARTMENT.**

Do not mail cash or credit card information.

Enclose remittance slip and check.

CITATION DATE	PAY THIS AMOUNT	CITATION #
11/08/2022	\$100.00	53-10032369
PAY BY: 12/08/2022		AMOUNT PAID \$

04 10032369 010000 09 5

**CHATHAM COUNTY POLICE DEPARTMENT  
PHOTO SPEED CITATION  
PAYMENT PROCESSING CENTER  
3903 VOLUNTEER DR SUITE 400  
CHATTANOOGA, TN 37416**

JONATHAN VICTOR DUNN  
8 CAPTAIN KIRK LN  
SAVANNAH, GA 31411

Please check box if address is incorrect or has changed, and indicate change(s) above

This citation is in accordance with **Official Code of Georgia Annotated - O.C.G.A 40-14-18**: Liability under this Code section shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation.

**This citation is NOT considered a moving violation. Payment of the Civil Monetary Penalty amount of the violation will NOT result in points and cannot be used to increase your insurance rates. This violation is deemed NONCRIMINAL and will not be made a part of your operating record. Code Section 40-5-57.**

**WARNING:** Failure to pay the Civil Monetary Penalty, or failure to contest liability within the next 60 days waives your right to contest. Failure to exercise one of the options prescribed in O.C.G.A 40-14-18 is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

**Payment before the due date of this Citation will prevent this matter from further action.**

**If paid by the due date, the Civil Monetary Penalty is \$75.00 for first offense and \$125.00 for subsequent offenses, plus a \$25.00 Processing fee. (Please see front for exact amount)**

**If not paid within 30 days, a second notice will be issued. If not paid in 60 days, a final notice will be issued. If the Civil Monetary Penalty is not paid within 90 days, it will be turned over to the Georgia Department of Revenue and will result in the nonrenewal of this vehicle registration and will prohibit the title transfer of this vehicle within the state of Georgia.**

**For any questions please call 1-855-252-0086**

**VIEW YOUR IMAGES:** You may view your images online at [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET)

[<http://WWW.VIOLATIONPAYMENT.NET>](http://WWW.VIOLATIONPAYMENT.NET). You will need your Citation Number and Plate Number printed on the front of this notice. In the event this matter is filed in an Administrative Hearing, the recorded images will be prima facie evidence of the traffic law violation.

**ONLINE PAYMENT:** You may pay your Citation online. Go to [WWW.VIOLATIONPAYMENT.NET](http://WWW.VIOLATIONPAYMENT.NET)

[<http://WWW.VIOLATIONPAYMENT.NET>](http://WWW.VIOLATIONPAYMENT.NET) and logon with your Citation Number and Plate Number shown in the red box on the front of this notice. Click the "Pay" button. **See that a credit/debit card transaction fee of \$3.90 will be added.**

**PAYMENT BY PHONE:** Call 9:00 AM - 5:00 PM Eastern Time, Monday - Friday at 1-855-252-0086. **See that a credit/debit card transaction fee of \$3.90 will be added.**

**PAYMENT BY MAIL:** Complete the bottom portion of the front side of this Citation. Add your check or money order made payable to the Chatham County Police Department.

**CONTESTING THE TICKET:** O.C.G.A 40-14-18 You have the right to contest the Citation by timely requesting an administrative hearing. Please be advised that court dates are scheduled approximately 60 days after the request is received.

**HOW TO CONTEST THE TICKET:** Visit [<http://WWW.VIOLATIONPAYMENT.NET>](http://WWW.VIOLATIONPAYMENT.NET). Click on the "Contest Your Citation" button. Follow the directions to print out the Administrative Hearing Request Form. Mail or fax the form to the location as specified on the form. Once the Administrative Hearing Request form is received, a hearing date will be set and provided to you either by email or USPS depending on the information provided. There is no fee to attend a hearing. If you do not have access to the internet or fax machine, please call 1-855-252-0086.

**RETURNED CHECKS (NSF):** All returned checks will be charged a penalty of \$25.00.

**NOT DRIVING VEHICLE:** O.C.G.A 40-14-18(4)(A) If you were not driving the vehicle at the time of violation, in open court before a judge, you must submit an affidavit. To request a hearing to appear in court, please visit [<http://WWW.VIOLATIONPAYMENT.NET>](http://WWW.VIOLATIONPAYMENT.NET) to download a request form.

**STOLEN VEHICLE OR TAG:** O.C.G.A. 40-14-18 Must present to the court a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.

**To Pay The Civil Monetary Penalty:**

Note any corrections to your name and address as they appear on the reverse side of this form. Place your check or money order (made payable to the Chatham County Police Department) for the amount due and mail to:

**Photo Speed Citation  
Payment Processing Center  
3903 Volunteer Dr Suite 400  
Chattanooga, TN 37416**

**\* Do not mail cash or credit/debit card info\***

1/29/23, 1:38 PM

printPayment

**Payment Receipt**

You have successfully submitted payment. Upon confirmation of payment by your credit card company or bank, the amount submitted for payment will be credited to the citation.

Citation Number: 10032369

Date of Payment: 1/29/2023 1:38:07 PM

Amount Paid: \$103.90

Payment Method: Credit Card 0780

Approval Code: 029203

Please print out this page for your records.

# Exhibit F

1/29/23, 1:38 PM

printPayment

**Payment Receipt**

You have successfully submitted payment. Upon confirmation of payment by your credit card company or bank, the amount submitted for payment will be credited to the citation.

Citation Number: 10032369

Date of Payment: 1/29/2023 1:38:07 PM

Amount Paid: \$103.90

Payment Method: Credit Card 0780

Approval Code: 029203

Please print out this page for your records.

# Exhibit G

## § 40-14-18. Enforcement; photographically recorded images; civil..., GA ST § 40-14-18

 KeyCite Yellow Flag - Negative Treatment  
Proposed Legislation

West's Code of Georgia Annotated  
Title 40. Motor Vehicles and Traffic  
Chapter 14. Use of Speed Detection and Traffic-Control Signal Monitoring Devices  
Article 2. Speed Detection Devices (Refs & Annos)

Ga. Code Ann., § 40-14-18

§ 40-14-18. Enforcement; photographically recorded images; civil penalty

Effective: July 1, 2018  
Currentness

(a)(1) The speed limit within any school zone as provided for in Code Section 40-14-8 and marked pursuant to Code Section 40-14-6 may be enforced by using photographically recorded images for violations which occurred only on a school day during the time in which instructional classes are taking place and one hour before such classes are scheduled to begin and for one hour after such classes have concluded when such violations are in excess of ten miles per hour over the speed limit.

(2) Prior to the placement of a device within a school zone, each school within whose school zone such automated traffic enforcement safety device is to be placed shall first apply for and secure a permit from the Department of Transportation for the use of such automated traffic enforcement safety device. Such permit shall be awarded based upon need. The Department of Transportation shall promulgate rules and regulations for the implementation of this paragraph.

(b) For the purpose of enforcement pursuant to this Code section:

(1) The owner of a motor vehicle shall be liable for a civil monetary penalty to the governing body of the law enforcement agency provided for in paragraph (2) of this subsection if such vehicle is found, as evidenced by photographically recorded images, to have been operated in disregard or disobedience of the speed limit within any school zone and such disregard or disobedience was not otherwise authorized by law. The amount of such civil monetary penalty shall be \$75.00 for a first violation and \$125.00 for a second or any subsequent violation, in addition to fees associated with the electronic processing of such civil monetary penalty which shall not exceed \$25.00; provided, however, that for a period of 30 days after the first automated traffic enforcement safety device is introduced by a law enforcement agency within a school zone, the driver of a motor vehicle shall not be liable for a civil monetary penalty but shall be issued a civil warning for disregard or disobedience of the speed limit within the school zone;

(2) A law enforcement agency authorized to enforce the speed limit of a school zone, or an agent working on behalf of a law enforcement agency or governing body, shall send by first class mail addressed to the owner of the motor vehicle within 30 days after obtaining the name and address of the owner of the motor vehicle but no later than 60 days after the date of the alleged violation:

(A) A citation for the alleged violation, which shall include the date and time of the violation, the location of the infraction, the maximum speed at which such motor vehicle was traveling in photographically recorded images, the maximum speed

§ 40-14-18. Enforcement; photographically recorded images; civil..., GA ST § 40-14-18

applicable within such school zone, the civil warning or the amount of the civil monetary penalty imposed, and the date by which a civil monetary penalty shall be paid;

(B) An image taken from the photographically recorded images showing the vehicle involved in the infraction;

(C) A website address where photographically recorded images showing the vehicle involved in the infraction and a duplicate of the information provided for in this paragraph may be viewed;

(D) A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone and stating that, based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law;

(E) A statement of the inference provided by paragraph (4) of this subsection and of the means specified therein by which such inference may be rebutted;

(F) Information advising the owner of the motor vehicle of the manner in which liability as alleged in the citation may be contested through an administrative hearing; and

(G) A warning that failure to pay the civil monetary penalty or to contest liability in a timely manner as provided for in subsection (d) of this Code section shall waive any right to contest liability;

(3) Proof that a motor vehicle was operated in disregard or disobedience of the speed limit of the marked school zone shall be evidenced by photographically recorded images. A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency and stating that, based upon inspection of photographically recorded images, a motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law shall be prima-facie evidence of the facts contained therein; and

(4) Liability under this Code section shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:

(A) Testifies under oath in open court or submits to the court a sworn notarized statement that he or she was not the operator of the vehicle at the time of the alleged violation;

(B) Presents to the court a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.

§ 40-14-18. Enforcement; photographically recorded images; civil..., GA ST § 40-14-18

(c) A violation for which a civil warning or a civil monetary penalty is imposed pursuant to this Code section shall not be considered a moving traffic violation for the purpose of points assessment under Code Section 40-5-57. Such violation shall be deemed noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to this Code section shall not be deemed a conviction and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.

(d) If a person issued and mailed a citation pursuant to subsection (b) of this Code section fails to pay the civil monetary penalty for the violation or has not filed a police report or notarized statement pursuant to paragraph (4) of subsection (b) of this Code section in no less than 30 nor more than 60 days after such mailing as determined and noticed by the law enforcement agency, the agent or law enforcement agency shall send to such person by first class mail a second notice of any unpaid civil monetary penalty, except in cases where there is an adjudication that no violation occurred or there is otherwise a lawful determination that no civil monetary penalty shall be imposed. The second notice shall include all information required in paragraph (2) of subsection (b) of this Code section and shall include a new date of return which shall be no less than 30 days after such mailing as determined and noticed by the law enforcement agency. If such person notified by second notice again fails to pay the civil monetary penalty or file a police report or notarized statement pursuant to paragraph (4) of subsection (b) of this Code section by the new date of return, such person shall have waived the right to contest the violation and shall be liable for the civil monetary penalty provided for under this Code section, except in cases where there is an adjudication that no violation occurred or there is otherwise a lawful determination that no civil monetary penalty shall be imposed.

(e) Notices mailed by first class mail pursuant to this Code section shall be adequate notification of the fees and penalties imposed by this Code section. No other notice shall be required for the purposes of this Code section.

(f) Any court having jurisdiction over violations of subsection (a) of this Code section shall have jurisdiction over cases arising under this subsection and shall be authorized to impose the civil monetary penalty provided by this subsection. Except as otherwise provided in this subsection, the provisions of law governing jurisdiction, procedure, defenses, adjudication, appeal, and payment and distribution of penalties otherwise applicable to violations of subsection (a) of this Code section shall apply to enforcement under this Code section except as provided in subsection (b) of this Code section; provided, however, that any appeal from superior or state court shall be by application in the same manner as that provided by Code Section 5-6-35.

(g) If a violation has not been contested and the assessed penalty has not been paid, the agent or governing body shall send to the person who is the registered owner of the motor vehicle a final notice of any unpaid civil monetary penalty authorized by this Code section, except in cases where there is an adjudication that no violation occurred or there is otherwise a lawful determination that no civil monetary penalty shall be imposed. The notice shall inform the registered owner that the agent or governing body shall send a referral to the Department of Revenue if the assessed penalty is not paid within 30 days after the final notice was mailed and such that such referral shall result in the nonrenewal of the registration of such motor vehicle and shall prohibit the title transfer of such motor vehicle within this state.

(h) The agent or governing body shall send a referral to the Department of Revenue not sooner than 30 days after the final notice required under subsection (g) was mailed if a violation of an ordinance or resolution adopted under this article has not been contested and the assessed penalty has not been paid. The referral to the Department of Revenue shall include the following:

(1) Any information known or available to the agent or governing body concerning the license plate number, year of registration, and the name of the owner of the motor vehicle;

§ 40-14-18. Enforcement; photographically recorded images; civil..., GA ST § 40-14-18

- (2) The date on which the violation occurred;
  - (3) The date when the notice required under this Code section was mailed; and
  - (4) The seal, logo, emblem, or electronic seal of the governing body.
- (i) If the Department of Revenue receives a referral under subsection (h) of this Code section, such referral shall be entered into the motor vehicle database within five days of receipt and the Department of Revenue shall refuse to renew the registration of the motor vehicle and shall prohibit the title transfer of such vehicle within this state unless and until the civil monetary penalty plus any late fee is paid to the governing body. The Department of Revenue shall mail a notice to the registered owner:
- (1) That the registration of the vehicle involved in the violation will not be permitted to be renewed;
  - (2) That the title of the vehicle involved in the violation will not be permitted to be transferred in this state;
  - (3) That the aforementioned penalties are being imposed due to the failure to pay the civil monetary penalty and any late fee for an ordinance violation adopted under the authority of this Code section; and
  - (4) Of the procedure that the person may follow to remove the penalties.
- (j) The Department of Revenue shall remove the penalties on a vehicle if any person presents the Department of Revenue with adequate proof that the penalty and any late fee, if applicable, has been paid.
- (k) Recorded images made for purposes of this Code section shall not be a public record for purposes of Article 4 of Chapter 18 of Title 50.
- (l) A civil warning or civil monetary penalty under this Code section on the owner of a motor vehicle shall not be imposed if the operator of the vehicle was arrested or issued a citation and notice to appear by a certified peace officer for the same violation.
- (m) The money collected and remitted to the governing body pursuant to paragraph (1) of subsection (b) of this Code section shall only be used by such governing body to fund local law enforcement or public safety initiatives. This subsection shall not preclude the appropriation of a greater amount than collected and remitted under this subsection.

**Credits**

Laws 2018, Act 545, § 9, eff. July 1, 2018.

Ga. Code Ann., § 40-14-18, GA ST § 40-14-18

§ 40-14-18. Enforcement; photographically recorded images; civil..., GA ST § 40-14-18

The statutes and Constitution are current through legislation passed at the 2022 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

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End of Document

© 2023 Thomson Reuters. No claim to original U.S. Government Works.

# Exhibit H



#### AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this 9<sup>th</sup> day of July, 2020, between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Tallulah Falls** (herein "City,") a City of the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the "Automated Speed Enforcement System" (herein "ASE System"), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such ASE System equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

**"Notice of Liability"** means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

**"Person"** or **"persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

**"ASE System"** means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

**"Violation"** means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

#### 2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

#### 3. City AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.



#### 4. TERMS AND TERMINATION

a. The term of this Agreement shall be for 1 (one) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for 4 (four) additional 1 (one) year periods at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

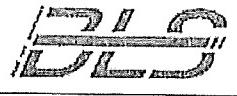
Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) If the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all fees specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS or the ASE System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying Infraction, shall also automatically terminate this agreement.



##### **5. ASSIGNMENT AND EFFECT OF AGREEMENT**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

##### **6. FEES AND PAYMENT**

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

##### **7. AVAILABILITY OF INFORMATION**

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of violation or the fulfillment of BLS's obligations to City under this Agreement.

##### **8. CONFIDENTIAL INFORMATION**

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

A stylized logo consisting of the letters "BLS" in a bold, blocky font, with horizontal lines extending from the top and bottom of the letters.

#### **9. OWNERSHIP OF SYSTEM**

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove all equipment provided. If the Agreement is terminated by either Party after the completion of the first term, the City may take possession of the radar speed displays.

#### **10. LIMITED LIABILITY**

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

#### **11. FORCE MAJEURE**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

#### **12. CORRESPONDENCE BETWEEN PARTIES**

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 19 below.

#### **13. DISPUTE RESOLUTION**

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

Initial of Authorized Signature



**14. ADDITIONAL SERVICES**

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

**15. VALIDITY AND CONSTRUCTION OF TERMS**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

**16. ENTIRE AGREEMENT**

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

**17. AUDIT RIGHTS**

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

**18. COVENANT OF FURTHER ASSURANCES**

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.



**19. NO AGENCY**

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

**20. NOTICES**

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions  
Mark Hutchinson, CEO  
3903 Volunteer Dr., Suite 400  
Chattanooga, TN 37416

Notices to Tallulah Falls Police Department  
Chief Tonya Elrod  
255 Main St.  
Tallulah Falls, GA 30573  
(with copy to City Clerk - Linda Lapeyrouse)

**21. COMPLIANCE WITH LAWS**

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

Initial of Authorized Signature

BLS

22. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer,

City of Tallulah Falls

Blue Line Solutions, LLC.

By: Mayor Mike Early

By: Mark Hutchinson  
Blue Line Solutions, CEO

CITY OF Tallulah Falls

CITY OF \_\_\_\_\_

STATE OF GA

STATE OF \_\_\_\_\_

Mike Early

Mark Hutchinson

Authorized Signature

Authorized Signature

Attest: Jineta Japayase, City Clerk.

Approved and authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Approved as to form

Warren Tilley

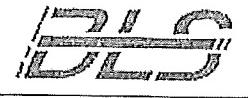
Warren Tilley, Town Attorney



**Exhibit A**

**BLS Obligations and Scope of Work**

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including Image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the City the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City;
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.



9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:

- i) Total number of violation events.
  - ii) Total number of actionable violation events.
  - iii) Total number of Notices of Liability issued.
  - iv) Total number of Notices of Liability paid.
  - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.
- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide two (2) radar speed signs per school zone for placement prior to enforcement cameras. Notwithstanding the foregoing, the parties agree that the City shall be solely responsible for placement, installation and obtaining any regulatory approval related thereto.



The logo consists of the letters "BLS" in a stylized, bold font. The "B" and "L" are connected at the top, and the "S" is positioned below them, all enclosed within a horizontal rectangular border.

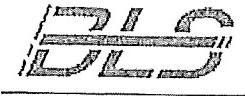
**Exhibit B**

**City Obligations and Scope of Work**

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City shall, upon receiving court dispositions, automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.

BLS

- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity, electricity hookup, etc. as needed. To the extent such is necessary, City will assist BLS in obtaining all City, state, and city or special permits needed for placement of poles, electricity, or any other service needed for the installation and usage of the ASE System. BLS will place and install poles at the direction of the City. After installation by BLS, City shall make any requests for changes, alterations or modifications related thereto in writing and shall be responsible for any expenses incurred by BLS in making such changes, alterations or modifications.
- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.
- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, etc. City will have the ability to turn the ASE System off during unpermitted use periods, however, City may make a written request for BLS to turn the ASE System off during unpermitted time periods. City shall notify BLS of any school closing, and BLS shall wait one day to process any violations received, in order to ensure adequate time is given for any potential such notification. City shall indemnify and hold harmless BLS against all liabilities and expenses arising from City's failure to notify BLS of any closings or changes in school schedules.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement.



**Exhibit C**  
**Service Fees**

The City agrees to pay BLS the Fee(s) as itemized below:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. ASE System equipment and installation costs are recovered by BLS in 12 equal monthly installments from net revenue generated and apportioned to BLS from revenue share. In the event the agreement is terminated by the City as allowed by Section 4.A.(i), prior to full recovery of equipment and installation costs, the City will be responsible for the balance. The parties agree the cost of development, implementation, and installation of the ASE System is \$75,000 per installed ASE Camera System, and upon early termination under Section 4.A.(i) the City shall reimburse BLS for such cost of the ASE System used by City. Full payment of all such costs will be due within 30 days after the date of termination.

**Fees Charged to Violators**

A credit card convenience fee of \$4.90 to be charged to the violator using a credit card (unless prohibited by state statute) for violation payment paid via the Internet. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.

BLS

**Exhibit D**  
**Number and Locations of ASE System Equipment**

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

2 (  ) ASE Systems will be provided: Additional units may be added without contract amendment.

Agreed to this date:

Linda Japegause

Authorized Signature

7-9-2020

Date

Attest: 7-9-2020

Linda Japegause  
City Clerk

Mark Hutchinson

Blue Line Solutions, LLC Signature

7/10/20

Date

Approved as to form  
Warren Tally  
Warren Tally  
Town Attorney



[www.tallulahfallsqua.gov](http://www.tallulahfallsqua.gov)

706-754-6040

PO Box 56, 255 Main Street, Tallulah Falls, GA 30573

## SIGN PERMIT APPLICATION

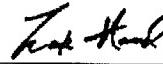
### BUSINESS INFORMATION (please print)

Tallulah Falls Business License No.:	CON000839	(Must provide number to submit for any business sign)		
School Rd, Gilbert Gate Rd, Tallulah Gorge, & Nunnaly Rd				
All 50' - 100' from stop sign @ US Hwy 441		Tallulah Falls	Ga	30573
Site Address of Proposed Sign	Suite	City	State	Zip
ISO Network	Zack Howard - Project Manager			
Business / Subdivision Name	Business Owner / Manager		Phone	

### PROPERTY OWNER INFORMATION (please print)

Owner: ROW	Owner / Agent Signature: _____
Property Owner Address:	Phone: _____
Fax: _____	E-mail: _____

### APPLICANT (please print) Zack Howard

Applicant Signature 

Applicant Address:

Address: [REDACTED] Kennesaw, Ga 30144

Phone: [REDACTED] Fax: [REDACTED] E-mail: [REDACTED]  
Will contractor install sign?  Yes  No Name of Contractor ISO Network Phone [REDACTED]

SIGN INFORMATION	Sign Type	Sign Dimension & Area	Height Above Grade	Ground Sign setback from R.O.W.	
Proposed Signage	<input type="checkbox"/> Activity Sign <input type="checkbox"/> Ground/Freestanding <input type="checkbox"/> Attached Sign <input type="checkbox"/> Off-Premises	<input type="checkbox"/> Principal Use Sign <input type="checkbox"/> Accessory Use Sign <input type="checkbox"/> Incidental Use Sign <input checked="" type="checkbox"/> Other	(W) 24" x (H) 48" Area: 2" X 2" x 10' posts	9'6" (+/- 2")	School Rd, Gilbert Gate Rd, & Nunnaly Rd all 3' from the edge of the road. Tallulah Gorge will be 7' from the edge of the road.
Existing Signage	<input type="checkbox"/> Business ID change <input type="checkbox"/> Size change <input type="checkbox"/> Other		(W) _____ x (H) _____ Area: _____	No existing signage	

\*One accurate scale drawing of the plans, specs and method of construction and attachment to building or ground and site plan required for permit approval

\*Are there any EXISTING sign(s) located on the building or property?  No  Yes. If yes, please explain what will happen to the existing sign(s): \_\_\_\_\_

\*Removal of an EXISTING sign requires a Sign Removal Affidavit prior to approval of a PROPOSED sign:

**APPLICANT SIGNATURE:**

I hereby certify that there are no existing signs except those indicated on this application or that any sign(s) required for removal will be removed before any new sign(s) are installed. I hereby certify that all information provided herein is true and correct and I acknowledge compliance with all requirements of the zoning district. I am aware of Article VI: Signs, and agree to comply with the Town of Tallulah Falls Zoning Ordinance.

Applicant Signature: Business Owner or Owner's Representative

Date: 01 / 31 / 2022

STAFF ONLY			
Approved By:	Denied By:	Date:	
Permit No.:	Zone District:	Case No.	<b>TOTAL FEE: \$</b>
A Non-Refundable Administrative Fee of \$25.00 is Applied to all Sign Permits			
The owner(s) of the property must sign-off on the application, granting the applicant permission for the placement, maintenance, size, and height of the subject sign to be placed on the property. The application CANNOT be accepted without the property owner's signature and consent.			

**Exempted from Permitting Requirements:**

- Standard highway signs, street markers, or railroad crossing signs or signals, public use and semi-public use signs (authorized by the Town), and state department of transportation signs. No other signs shall be permitted within the right-of-way of any street, road, or railroad.
- Signs of a temporary nature publicizing special events, festivals, or other community activities. All temporary signs shall be removed within two days following the conclusion of the event or activity for which they were posted.
- A non-illuminated sign, either freestanding or attached, not exceeding four (4) square feet in area and pertaining only to the rent, lease, or sale of the premises upon which it is displayed.

**Permitted signs:**

The following signs shall be permitted upon Council approval provided that they meet all requirements:

**Incidental use signs**

- Directional or information signs of a public or quasi-public nature which by tradition and precedent are identified with promoting the general welfare of the Town of Tallulah Falls and which do not exceed fifteen (15) square feet in area, including, but not limited to, the following: The name and location of a public building, youth organization, church, or meeting place of an official or civic body.

**Accessory Use Signs**

- A business identification sign, either free standing or attached, not exceeding eight (8) square feet in area, on which the name and nature of a business operated on the premises as an accessory use are shown.

**Principal Use Signs**

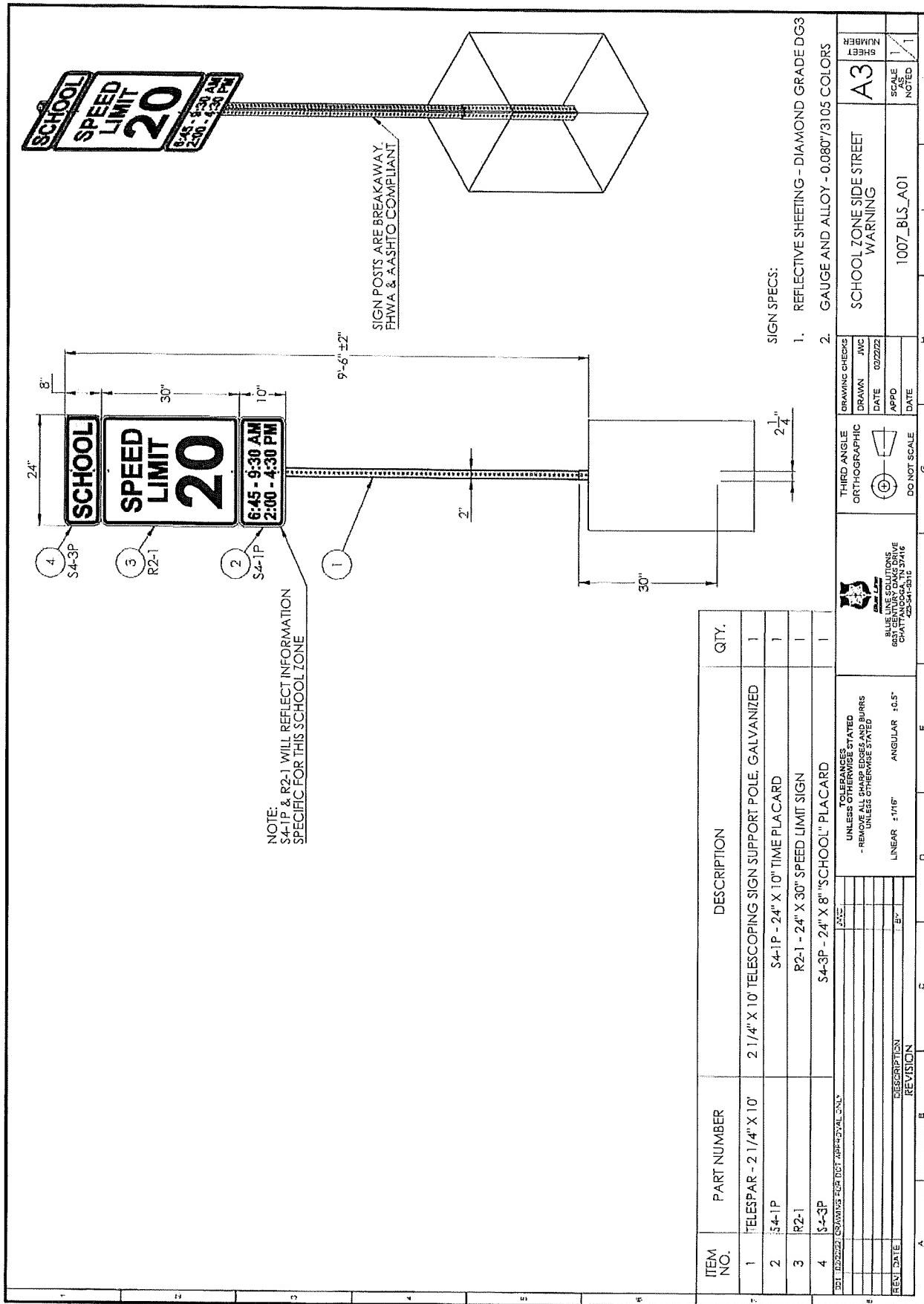
- A business identification sign, either freestanding or attached, not exceeding fifty (50) square feet in area, on which the name and nature of the business operated on the premises as the principal use are shown.
- Attached signs within fifty (50) feet of the front lot line of the premises with a total sign area not exceeding five (5) percent of the area of the building wall to which the sign or signs are attached. When a sign is located more than fifty (50) feet from a front lot line of the premises, the percentage of total sign area in relation to the area of the wall to which the sign or signs are attached shall be determined from the following schedule:

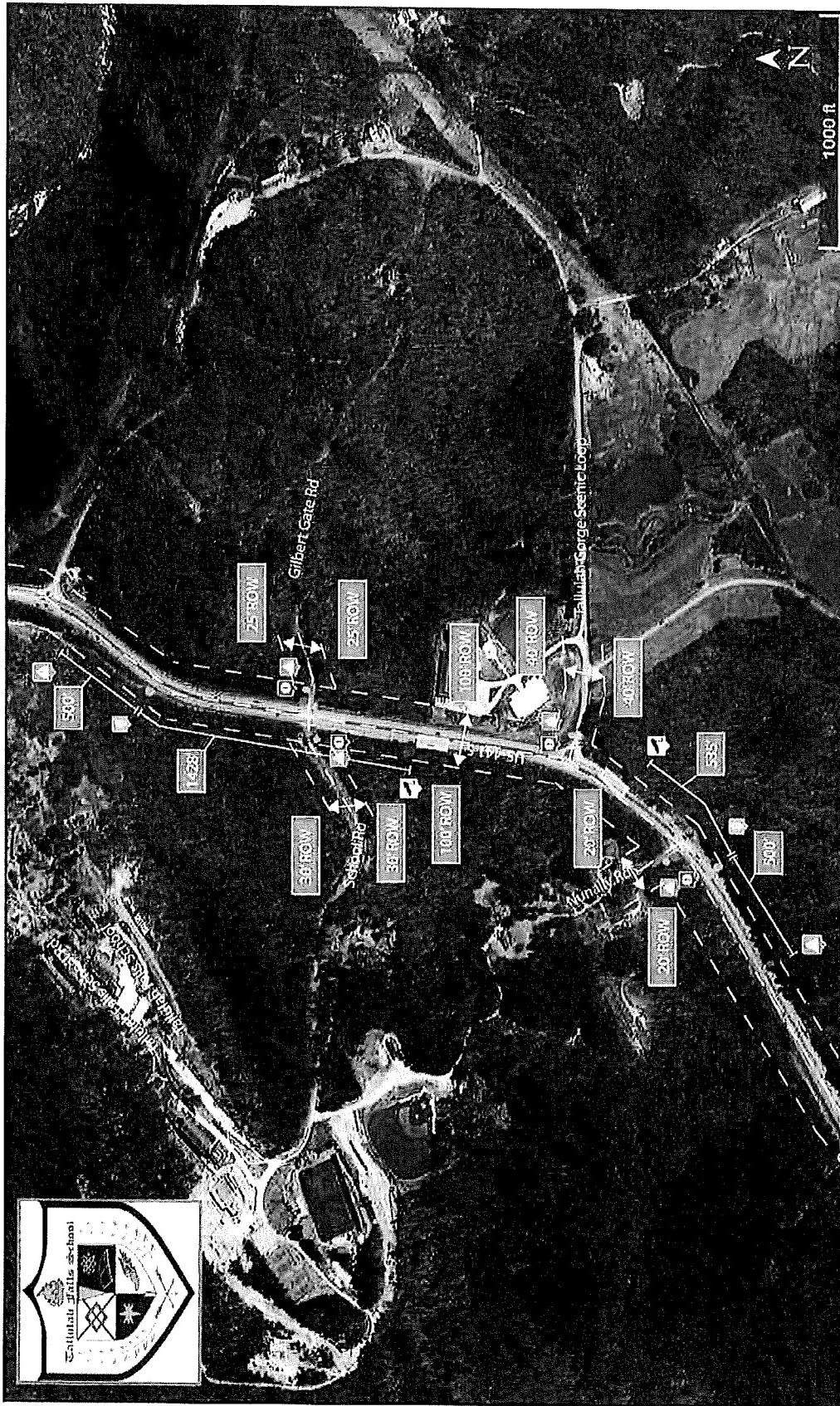
Ratio Between Setback and Sign Area	
Setback in Feet	Percent of Total Sign Area
50—100	7.5
100—150	10.0
150—200	15.0
200 or more	20.0

- Marquee or projecting signs which overhang a sidewalk, driveway, or other passageway used by either pedestrians or automotive vehicles and those which project more than twelve (12) inches over publicly-owned property shall be permitted only upon approval of the planning commission and the town council. Such signs must meet the same sign area-wall ratio of other types of attached signs.

**Sign restrictions**

- To keep the town from clutter, a 40-foot buffer zone for signs shall be established on each individual parcel of property, excluding signs erected by the town. For reasons of safety, the following restrictions shall be observed in the construction, erection and maintenance of signs:
- No flashing, intermittent or rotating lights shall be used on any sign or structure. No portable illuminated signs shall be permitted except temporary special event, festivals, or other community activities.
- Any illuminated sign or structure shall be placed so that the rays and illumination therefrom shall not be cast upon neighboring dwellings.
- No sign shall be placed where it will interfere with vision clearance along any highway, street or road or obstruct the vision of either drivers or pedestrians at intersections of roads, streets, highways, alleys, or railroad crossings.
- No sign shall be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as an entrance or exit of a building or a means of ingress or egress for firefighting purposes. No sign shall be attached in any form, shape, or manner to a fire escape or be so placed as to interfere with any opening required for legal ventilation.
- No sign shall be painted on or affixed to any natural feature such as trees and rocks.
- No political signs shall be erected or placed on any property except private authorized property.
- No sign height shall be greater than 20 feet from the base of the sign or 20 feet from the right-of-way, whichever is higher.

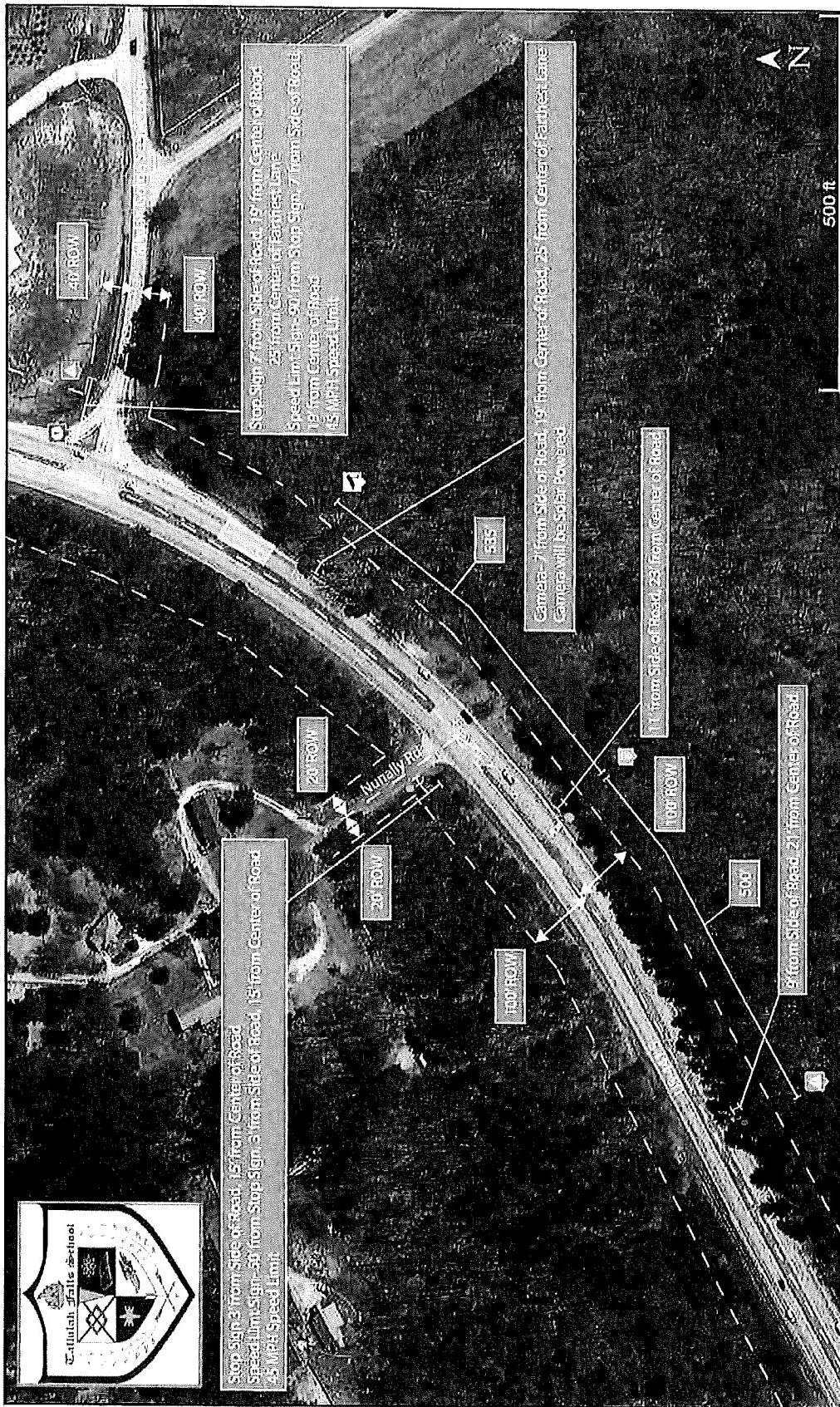




<p><b>Tallulah Falls Schools -</b> <b>Tallulah Falls School</b></p> <p><b>Site Address -</b> 201 Campus Drive, Tallulah Falls, Ga 30573</p> <p>(07-05-21)</p>	<p>Coordinates for cameras and signs</p> <p>North - School Zone Sign: 34° 43' 49.38" N 83° 23' 25.29" W South - Speed Zone Camera: 34° 43' 31.55" N 83° 23' 28.08" W North - Warning Sign: 34° 43' 53.57" N 83° 23' 22.02" W South - School Zone Sign: 34° 43' 19.92" N 83° 23' 34.53" W South - Speed Zone Camera: 34° 43' 22.95" N 83° 23' 30.44" W South - Warning Sign: 34° 43' 17.01" N 83° 23' 39.43" W</p> <p>Version-3</p>
	<p>Laser Enforcement Zone (+/-) Underground Power OH Secondary Power New OH Service Pole Disc Connect Stop Sign School Zone Sign Enforcement Camera Speed Limit Sign</p>



<p><b>Blue Line Solutions</b> 3903 Volunteer Drive #400 Chattanooga, TN 37416 423-803-3976</p> <p><b>Tallulah Falls Schools -</b> <b>Tallulah Falls School   North End</b></p> <p><b>Site Address -</b> 201 Campus Drive, Tallulah Falls, Ga 30573</p> <p>(07-05-21)</p>	<p><b>Coordinates for cameras and sign</b> North: School Zone Sign: 34° 43' 49.38" N 85° 23' 25.39" W North: Speed Zone Camera: 34° 43' 35.56" N 85° 23' 28.08" W North: Warning Sign: 34° 43' 53.55" N 85° 23' 02.02" W South: Speed Zone Camera: 34° 43' 49.74" N 85° 23' 24.53" W South: Warning Sign: 34° 43' 49.85" N 85° 23' 23.44" W South: Speed Zone Camera: 34° 43' 17.01" N 85° 23' 39.45" W South: Warning Sign: 34° 43' 17.01" N 85° 23' 39.45" W</p>	<p><b>Legend:</b></p> <ul style="list-style-type: none"> <li>Laser Enforcement Zone (+/-)</li> <li>Underground Power</li> <li>New OH Service Pole</li> <li>OH Secondary Power</li> <li>Disconnect</li> <li>Stop Sign</li> <li>Enforcement Camera</li> <li>School Zone Sign</li> </ul>
<p><b>Version 3</b></p>		



 <p><b>Blue Line Solutions</b> 3903 Volunteer Drive #400 Chattanooga, TN 37416 423-803-9876</p>	<p>Tallulah Falls Schools - Tallulah Falls School South End</p> <p><b>Site Address -</b> 201 Campus Drive, Tallulah Falls, Ga 30573 (07-05-21)</p> <p> School Zone Sign  Warning Sign  Speed Limit Sign</p> <p>Coordinates for cameras and sign North - School Zone Sign: 34° 43' 49" N 83° 25' 29" W North - Speed Zone Camera: 34° 43' 35" N 83° 25' 08" W North - Warning Sign: 34° 43' 35" N 83° 25' 22" W South - School Zone Sign: 34° 43' 19" N 83° 23' 34" W South - Speed Zone Camera: 34° 43' 23.83" N 83° 23' 30.44" W South - Warning Sign: 34° 43' 17.01" N 83° 23' 39.43" W</p>	<p>Laser Enforcement Zone (+/-)   Power Pole   New OH Service Pole   Disconnect</p> <p> Stop Sign   Enforcement Camera</p> <p> School Zone Sign</p>
	Version-3	

DOT 7413

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
ATLANTA, GEORGIA**



(FOR DOT USE ONLY)

State Highway No.	SR 15
Local Rnd	_____
Milepost No.	_____
County	Habersham
Permit No.	SZ-137-002000-1

**APPLICATION AND PERMIT FOR AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES (ATESD)**

**TO: GEORGIA DEPARTMENT OF TRANSPORTATION/TRAFFIC MANAGEMENT CENTER  
935 UNITED AVE., SE, BLDG. 24, ATLANTA, GEORGIA 30316**

Application is hereby made for **Tallulah Falls Middle School** **706-754-0400**

by <b>Tallulah Falls School System</b>	Name of School	(Area Code) Phone <b>706-754-0400</b>
	Governing Agency	(Area Code) Phone <b>30573</b>
<b>201 Campus Drive / P.O. Box 10</b>	<b>Tallulah Falls, GA</b>	
Post Office Address	City and State	Zip Code

for permission to accomplish work on the Right-of-Way of **STATE HIGHWAY NO. SR 15**

**U.S. 441/23** *within the City Limits of* **Tallulah Falls** *and in* **Habersham County**,  
pursuant to O.C.G.A. Sec. 40-14-18 and in accordance with and subject to the ATTACHED DESIGN, Chapter 672 of the Rules and  
Regulations of the Georgia Department of Transportation and the Georgia Department of Transportation Regulations for Driveway and  
Encroachment Control, all made a part hereto by reference thereto, and any SPECIAL REQUIREMENTS set forth herein.

The ATESD will operate one hour before instructional classes begin at **8:00 AM** until one hour after such  
instructional classes have concluded at **3:00 PM** for the dismissal of school Monday through Friday.

Permit requested this **18<sup>th</sup> day of May, 2024**.

By Larry A. Peavy  
*Signature*

**Larry A. Peavy**  
*Title President & Head of School - Tallulah Falls School*  
**Governing Agency or Official for Applicant**

State Permit Holders and Local Government are responsible for the operation and enforcement of automated traffic enforcement safety devices. Operation and enforcement of such devices shall not supersede the rules and regulations of the Georgia Department of Transportation.

**FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION****SPECIAL REQUIREMENTS: (by GDOT only)**

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this **22nd** day of **December**, 20**21**.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

By

Jason Dykes  
*Signature*  
**Jason Dykes, PE**

# Exhibit I

Agency ORI: GA 0250100

12/16/2019

Nlets  
1918 W. Whispering Wind Dr.  
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director of Nlets  
Re: Authorization for Blue Line Solutions, LLC to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a contract to perform automated enforcement between the Chatham County Police Department and Blue Line Solutions, LLC is or will be enacted and will be or is in force. As a requirement of and in performance of that contract between the Chatham County Police Department and Blue Line Solutions, LLC, it will be necessary for Blue Line Solutions, LLC to access Nlets motor vehicle data on our agency's behalf.

Please accept this letter as authorization from Blue Line Solutions, LLC for the Chatham County Police Department to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the Chatham County Police Department and Blue Line Solutions, LLC; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the Chatham County Police Department and have the authority to empower Blue Line Solutions, LLC to use GA 0250100 to authorize access to Nlets for this function.

#### SUBSCRIBER INFORMATION

Subscriber Agency/Name	Chatham County Police Department	
Nlets Agency ORI	GA 0250100	
Name/Title of Authorized Representative	Terry Shoop / Assistant Chief of Police	
Mailing Address	295 Police Memorial Drive Savannah, Georgia 31405	
Telephone	(912) 652-6984	Fax (912) 652-6974
Email	tdshoop@chathamcounty.org	

Signature of Authorized Representative \_\_\_\_\_  
Date Signed \_\_\_\_\_



#### AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this 11<sup>th</sup> day of December 2019, between Blue Line Solutions, LLC (herein "BLS"), and the Chatham County, GA (herein "County,") a County of the State of Georgia.

WITNESSED:

WHEREAS, BLS has the legal possession and processes, referred to collectively as the "Automated Speed Enforcement System" (herein "ASE System"), and

WHEREAS, County desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

**"Notice of Liability"** means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

**"Person"** or **"persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

**"ASE System"** means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

**"Violation"** means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

**2. BLS AGREES TO PROVIDE:**

The scope of work identified in Exhibit A.

**3. County AGREES TO PROVIDE:**

The scope of work identified in Exhibit B.



#### **4. TERMS AND TERMINATION**

a. The term of this Agreement shall be for 4 (four) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for three additional 2 (two) year period at the sole option of County. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this agreement without cause with 30-day notice;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and County will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: County shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and County shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

#### **5. ASSIGNMENT AND EFFECT OF AGREEMENT**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the County hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or



arrangements with financial institutions or other similar entities. The County hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the County's prior written approval, which approval shall not be unreasonably withheld or delayed. The County further agrees that in the event BLS provides written notice to the County that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the County fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

#### **6. FEES AND PAYMENT**

County shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to County on a monthly basis and provide proper payment to County on or before the 15<sup>th</sup> day of the following month. County shall forward to BLS any payments received by County directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

#### **7. AVAILABILITY OF INFORMATION**

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to County at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of violation or the fulfillment of BLS's obligations to County under this Agreement.

#### **8. CONFIDENTIAL INFORMATION**

No information provided by BLS to County will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

#### **9. OWNERSHIP OF SYSTEM**

It is understood by the County that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by County. The ASE System is being provided to County only pursuant to the terms of this Agreement. County agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing.



**10. LIMITED LIABILITY**

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

**11. FORCE MAJEURE**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**12. CORRESPONDENCE BETWEEN PARTIES**

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 19 below.

**13. DISPUTE RESOLUTION**

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.



#### **14. ADDITIONAL SERVICES**

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the County agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, County authorize BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the County, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

#### **15. VALIDITY AND CONSTRUCTION OF TERMS**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

#### **16. ENTIRE AGREEMENT**

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

#### **17. AUDIT RIGHTS**

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

#### **18. COVENANT OF FURTHER ASSURANCES**

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.



**19. NO AGENCY**

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and County and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

**20. NOTICES**

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions  
Mark Hutchinson, CEO  
3903 Volunteer Dr., Suite 400  
Chattanooga, TN 37416

Notices to Chatham County  
Chief Jeffrey M. Hadley  
295 Police Memorial Drive  
Savannah, GA 31405

**21. COMPLIANCE WITH LAWS**

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.



**22. STATE LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.  
Mark Hutchinson

By: Mark Hutchinson, CEO

County OF Chatham  
STATE OF Georgia

J. Smith

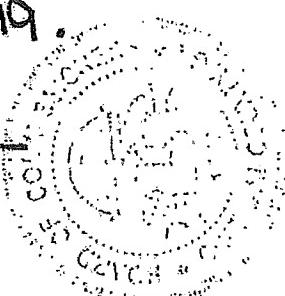
\_\_\_\_\_  
County Manager

Approved and authorized this 11<sup>th</sup> day of December, 2019.

2025 RELEASE UNDER E.O. 14176

Janice E. Bacote

\_\_\_\_\_  
County Clerk





**Exhibit A**

**BLS Obligations and Scope of Work**

- 1) BLS at the request of County shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from County, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. County shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by County, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the County the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the County, and provide reasonable public relations resources to County;
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall provide County access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by County, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to County a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
  - i) Total number of violation events.
  - ii) Total number of actionable violation events.
  - iii) Total number of Notices of Liability issued.
  - iv) Total number of Notices of Liability paid.
  - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the County.



- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide (2) radar speed signs per school zone for placement prior to enforcement cameras.
- 12) BLS will provide an equal number of ALPR cameras as the number of ASE systems under this agreement at no additional charge to the County. Other systems may be purchased for areas outside of school zones as described in Section 14 of this agreement for placement in other areas of the county.



**Exhibit B**

**County Obligations and Scope of Work**

- 1) County shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by County. County hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) County shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 3) County shall provide customary fine collection services for all final dispositions for contested violations. County agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) County shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the County indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) County shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to County's personnel and facilities in order to permit BLS and County to fulfill the obligations under this Agreement.
- 6) The County agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the County as necessary for the operation of the ASE System.
- 7) County shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. County shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, County or other government agency. County will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. County shall provide any necessary permits at no cost to BLS.
- 8) County shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, County shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of County for the purposes of accessing vehicle ownership information on behalf of County.
- 10) County will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity hookup, etc. needed. County will obtain all county, state, and county or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System. BLS with written consent may assist with installation at the County's cost.



- 11) County shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. County shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.
- 12) County shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, and etc. County will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) County shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.
- 14) County shall properly reimburse BLS for any damage to the ASE System caused by County, its employees or authorized agents.
- 15) County shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) County shall provide a project manager or other designated individual with authority to execute County's responsibilities under the Agreement



**Exhibit C**  
**Service Fees**

The County agrees to pay BLS the Fee(s) as itemized below:

Revenue of paid Notice of Liability shall be shared between the two parties:

The County's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. ASE System equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS from revenue share beginning from the first revenue disbursement to the County from each ASE system. In the event the agreement is terminated by the County as allowed by Section 4.A., prior to full recovery of equipment and installation costs, the County will be responsible for the balance. Full payment will be due within 30 days after written termination.

**Fees Charged to Violators**

- A credit card processing fee of \$3.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment paid via the internet. The fee will be \$4.90 for credit/debit card payments processed manually for phone payments. Such processing fees shall be collected by BLS during payment of violation.



**Exhibit D**

**Number and Locations of ASE System Equipment:**

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

- (9) Nine ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

A handwritten signature in black ink, appearing to read "John Smith".

County Manager ~ Chatham County, GA

12/11/19

Date

A handwritten signature in black ink, appearing to read "Mark Hutchinson".

Blue Line Solutions, LLC Signature

12/11/19

Date

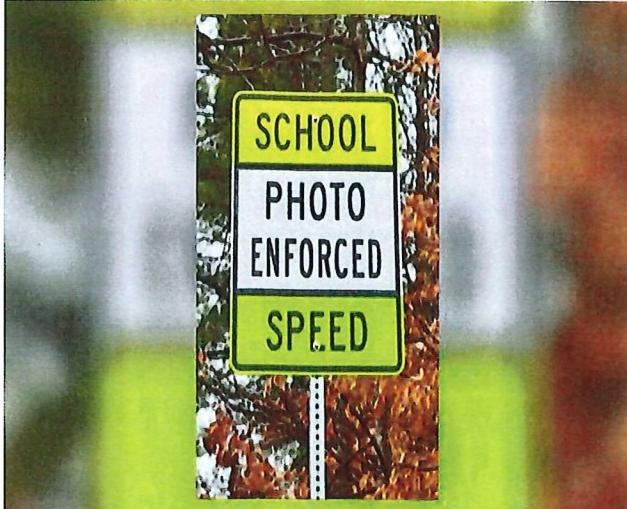
# Exhibit J

# Tallulah Falls

Incorporated October 7, 1885

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## Municipal Court



School Speed Zone Camera now in effect on school days between the hours of 7:00 a.m. and 4:00 p.m.

The School Zone is located on **US 23 / US 441 / SR 15** in Tallulah Falls near the Tallulah Falls Middle School and the Tallulah Falls High School. The speed limit through this area is 45 mph at all times. There is not a reduction in speed during school zone hours. The speed limit remains 45 mph throughout town on the main highway until you see the speed change north of the traffic light at Yane Hurt Yarn Rd. or south of the Victory Home and the city limit line.

by visiting [www.violationpayment.net](http://www.violationpayment.net). There will be a nominal processing fee to pay using a card.

You will need your citation/notice number and plate number.

**Please note: We cannot accept payment at City Hall**

### Photo Enforced School Speed Zone Citation Information -

Effective September 7, 2022

All questions concerning these citations should be directed to 1-855-252-0086.

If you have received a photo speed school zone violation, you may use any of the following methods to pay. Please note: We cannot accept payment at City Hall and have no way to apply a payment to your account.

You may call the payment processing center at **855-252-0086** to speak with an agent and pay with a debit or credit card. (There will be a nominal processing fee to do so.)

Business hours are: **Monday - Friday, 9 am to 5 pm EST.**

You may also mail a check or money order payment to the processing center listed on your citation. In order to receive proper credit, it is very important to note that payment must be mailed to the address listed on the citation, made online at [www.violationpayment.net](http://www.violationpayment.net) or paid by phone with the processing center at 1-855-252-0086. **Please be aware that the processing center is located in Chattanooga, TN.**

---

and click "Contest Your Citation". City Hall does not process payments or requests for administrative hearings.

**Please Note:** If mailing a payment, envelope must be postmarked within 2 days of your due date. **DO NOT MAIL CASH.**

**Striving for Zero. Zero Crashes, Zero Injuries, Zero Endangered Lives**

Call With Ques



# Violation Payment

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TrueBlue School Zone Safety Program - Striving For Zero



## Photo Speed Violation Payments

Thank you for visiting the Violation Payment page.

Police Agencies throughout the country are using photo speed enforcement equipment in an effort to reduce the number of crashes, injuries, and fatalities, especially in school zones.

Approximately 33% of fatal vehicle crashes nationwide are caused by speeding.  
Please slow down, don't text while driving, and don't drink and drive.

## Making a Payment

If you received notice of a speeding violation by a law enforcement agency and were directed to this website, you may also use a debit or credit card to pay your citation. Please see payment options below.

If you did not receive a photo speed violation or if you received one in any other state other than GA, IA, TN, you.

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## How to Contest Your Citation

You have the right to contest a citation issued by a law enforcement agency. Due process is provided hearings and/or court proceedings. To contest a citation, see the instructions below.

**PLEASE NOTE: IF EMAILING A CONTEST FORM TO HEARINGS@VIOLATIONPAYMENT.NET, PLEASE DO NOT FOR YOUR CASE UNLESS YOU BELIEVE IT IS A WRONG PLATE ISSUE. THIS INFORMATION CANNOT BE PROCESSED DOWN. YOU CAN PRESENT YOUR CASE/COMMENTS TO THE JUDGE IN COURT.**

Look at the **NOTICE NUMBER** at the top right hand corner of your citation. The NOTICE NUMBER will be followed by a dash and a series of numbers (example XX-00000077). Click on the # below that matches your notice.

Please call us at 855-252-0086 if you have questions. Please note: office hours are Monday - Friday 8:00am - 4:30pm EST.

**IF YOU RECEIVED A CITATION, BUT YOU WERE NOT THE DRIVER, YOU MUST FIRST TRANSFER THE CITATION TO THE DESIGNATED PARTY BEFORE YOU CAN CONTEST. TO TRANSFER THE CITATION, CLICK [HERE](#). (1)**

**IF YOU SOLD YOUR VEHICLE, YOU WILL NEED TO PROVIDE A BILL OF SALE TO [INFO@VIOLATIONPAYMENT.NET](mailto:INFO@VIOLATIONPAYMENT.NET)**

To download the Ohio Revised Code Statutes relating to photo enforcement, click [HERE](#).  
To view the Ohio Supreme Court Ruling of July 2017 regarding fully automated photo enforcement, click [HERE](#).

## ADMINISTRATIVE HEARING, MUNICIPAL COURT, AND CHALLENGE

### TENNESSEE

**04**, Bradford, TN please call City Hall to schedule a court date

**12**, Puryear, TN please call City Hall to schedule a court date

**11**- Henry, TN Municipal Court Hearing Request Form

**97**- Soddy Daisy, TN Court Hearing Re

**69**- Mt. Pleasant, TN Court Hearing Request Form

**98**- Red Bank, TN Court Hearing Re

Call With Ques

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**69**- Mt. Pleasant, TN Court Hearing Request Form

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## How to Contest Your Citation

You have the right to contest a citation issued by a law enforcement agency. Due process is provided hearings and/or court proceedings. To contest a citation, see the instructions below.

**PLEASE NOTE: IF EMAILING A CONTEST FORM TO HEARINGS@VIOLATIONPAYMENT.NET, PLEASE DO NOT FOR YOUR CASE UNLESS YOU BELIEVE IT IS A WRONG PLATE ISSUE. THIS INFORMATION CANNOT BE PROCESSED DOWN. YOU CAN PRESENT YOUR CASE/COMMENTS TO THE JUDGE IN COURT.**

Look at the **NOTICE NUMBER** at the top right hand corner of your citation. The NOTICE NUMBER will be followed by a dash and a series of numbers (**example XX-00000077**). Click on the # below that matches your notice.

Please call us at 855-252-0086 if you have questions. Please note: office hours are Monday - Friday 8:00am - 4:30pm EST.

**IF YOU RECEIVED A CITATION, BUT YOU WERE NOT THE DRIVER, YOU MUST FIRST TRANSFER THE CITATION TO THE DESIGNATED PARTY BEFORE YOU CAN CONTEST. TO TRANSFER THE CITATION, CLICK [HERE](#).**

**IF YOU SOLD YOUR VEHICLE, YOU WILL NEED TO PROVIDE A BILL OF SALE TO [INFO@VIOLATIONPAYMENT.NET](mailto:INFO@VIOLATIONPAYMENT.NET)**

To download the Ohio Revised Code Statutes relating to photo enforcement, click [HERE](#).  
To view the Ohio Supreme Court Ruling of July 2017 regarding fully automated photo enforcement, click [HERE](#).

## ADMINISTRATIVE HEARING, MUNICIPAL COURT, AND CHALLENGE

### **TENNESSEE**

**04**, Bradford, TN please call City Hall to schedule a court date

**12**, Puryear, TN please call City Hall to schedule a court date

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## Frequently Asked Questions

### General Questions

**QUESTION:** I received a violation for speeding but I was not driving. Do I have t

**ANSWER:** An automated photo speed violation is considered a civil violation. The law states the owner of states, you may "transfer" the violation to the driver of the vehicle by filling out an affidavit and having it the violation is not paid, the owner remains responsible for the violation. As long as a violation is pa

Not all states allow a transfer of Liability such as Georgia and Iowa. In those cases, you would nee

**QUESTION:** If I pay the violation, will my insurance go up?

**ANSWER:** No. This violation is a civil violation and is not reported to insurance companies. Please be aware nonpayment depending on which state you received your violation in.

**QUESTION:** Will points be added to my license if I pay the violation?

**ANSWER:** No. This violation is a civil violation and is NOT considered a traffic or moving violation. Please consequences for nonpayment depending on which state you received your violation.

**QUESTION:** What will happen if I don't pay the fine?

**ANSWER:** If the violation is not paid, you will be issued a second notice. Look at the back of your citation to state you received the violation in. Once in court, the Judge has total jurisdiction to adj

**\*NOTE:** A late fee may be assigned if the violation is not paid within 30 days. Additional fees may apply. I exact amounts and situations\*

**QUESTION:** I don't live in the state where I received the violation. What will happen i

**ANSWER:** Courts are not affiliated with the state where the violation was issued. They are based on the state where the violation was issued. Please refer to the state where the violation was issued.

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**ANSWER:** Courts are not bound by state lines. If you receive a citation in one state, you must appear in court in that state. You can hire an attorney to represent you in court.

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**QUESTION:** I don't live in the state where I received the violation. What will happen i

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**QUESTION:** I received a violation for speeding but I was not driving. Do I have to pay it?

**ANSWER:** An automated photo speed violation is considered a civil violation. The law states the owner of the vehicle is responsible for the violation. In some states, you may "transfer" the violation to the driver of the vehicle by filling out an affidavit and having it notarized. If the violation is not paid, the owner remains responsible for the violation. As long as a violation is paid, the owner is not liable for the violation.

Not all states allow a transfer of Liability such as Georgia and Iowa. In those cases, you would need to pay the violation.

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**QUESTION:** What will happen if I don't pay the fine?

**ANSWER:** If the violation is not paid, you will be issued a second notice. Look at the back of your citation to see where you received the violation in. Once in court, the Judge has total jurisdiction to adjust the fine.

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**855-252-0086**

**DOR@violationpayment.net**

**Note: You may only use this email address for GDOR related questions. If you have a contest please call the number above or email info@violationpayment.net**

## **GEORGIA**

**Q:** Why did I receive a letter from the Department of Revenue?

**A:** Georgia state law, HB 978 which was passed in 2018, states that if have a violator has not 90 days of the citation being mailed, the account(s) are to be turned over to the Georgia

**Q:** What do I need to do if I've received a letter from GDOR?

**A:** If you have received a letter from the Department of Revenue, you will need to call the 0086. DO NOT call the Police Department, as they cannot assist yo

**Q:** What if I have multiple citations over 90 days?

**A:** If you have multiple citations over 90 days, you must pay all accounts be can be removed from your registration. There is no exception to t

**If you pay all outstanding accounts over 90 days and have other accounts under 90 days, t your registration if those citations are not paid by the time they are 90**

**Q:** Can I call the Georgia Department of Revenue Directly?

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